CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM

This Agreement is entered into as of the 14 day of September 1984, the County/City of Madison, Iowa (hereinafter called 'MEMBER') and the other Members named herein for the purpose of complying with, and continuing implementation of, the requirements of the Job Training Partnership Act (hereinafter 'JTPA'), Public Law 97-300, October 13, 1982, and the Regulations promulgated thereunder.

WITNESSETH:

WHEREAS, the City of Des Moines and the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, Iowa have heretofore entered into the Central Iowa Employment and Training Consortium Agreement under the Comprehensive Employment and Training Act of 1973, as amended in October, 1980 and have entered into such agreement in April, 1983 following passage of the JTPA; and

WHEREAS, the JTPA was passed by Congress for the purpose of replacing the Comprehensive Employment and Training Act and the JTPA, as administered through the Governor of the State of Iowa, directs certain acts of compliance within certain time limits by those desirous of job training programs created in the JTPA in order to qualify locally for such programs; and

WHEREAS, the Members to this Agreement are and have been a Consortium of contiguous units of general local government with an aggregate population of 200,000 or more which serves a substantial part of the labor market area and were certified by the Governor of the State of Iowa as a Service Delivery Area on March 28, 1983; and

WHEREAS, in order to make efficient use of their governmental powers, to comply with and accept the responsibilities under the JTPA for the purposes set forth in the JTPA, the member governments desire to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED THAT THE PARTIES SIGNATORY HERETO DO HEREBY ADOPT THE CENTRAL IOWA EMPLOYMENT AND TRAINING CONSORTIUM AGREEMENT AND AGREE AS FOLLOWS:

1. AUTHORITY AND PURPOSES. This Consortium Agreement is entered pursuant to the provisions of Iowa Code Chapter 28E (1983) and the Job Training Partnership Act, Public Law 97-300, October 13, 1982, for the purpose of complying with the JTPA so as to qualify this Consortium as a grant recipient, administrative entity and service provider; and to do all of the things under the JTPA which will enhance the educational, employment and training programs created thereunder or elsewhere.

2. MEMBERS. The following units of general local government are the Members of the Consortium: The City of Des Moines, and the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, Iowa.

STATE OF IOWA, MADISON COUNTY, ss.

Inst. No. 412 Filed for Record this 14 day of September 19 84 at 1:00 PM

Book 35 Page 263 Recording Fee none Mary E. Welty, Recorder, By Shirley A. Henry Deputy

3. AREA. The geographical area served by the Consortium is the territorial area encompassed within the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, Iowa which area is known as Service Delivery Area Eleven.

4. CONSORTIUM BOARD - EXECUTIVE BOARD - PROPERTY. Subject to the agreement negotiated between this Consortium's designees and the Private Industry Council, and the rules and regulations promulgated from time to time by either the Federal government or State of Iowa, this Consortium is established to qualify under the JTPA and accept the responsibility of acting as any or all of the following:

(a) A grant recipient;

(b) The entity to administer the job training plan; and

(c) The provider of services under the job training plan.

Unless prohibited by any law or Regulation, the Consortium may also operate, upon amendment to this Agreement, education, employment or training programs sponsored under State of Federal law in addition to any responsibilities accepted as a grant recipient, administrative entity or service provider under JTPA.

This Consortium hereby appoints its Executive Board as that arm of the Consortium responsible for administering any of the joint and cooperative JTPA undertakings, as the Consortium directs, which the agreement between this Consortium's designees and the Private Industry Council may specify.

The Consortium may acquire and dispose of personal or real property by vote in accordance with its Bylaws. Any property acquired shall be in the name of the Consortium.

5. CONSORTIUM BOARD - VOTING - BYLAWS. The member governments shall exercise the powers of the Consortium through a Board of Directors comprised of the representative or designated alternate of each representative appointed by the Mayor or Chairperson with the approval of the Council or Board of Supervisors of each member government which are parties to this Agreement. The City of Des Moines shall be entitled to three (3) representatives. Polk County shall be entitled to four (4) representatives and each other county shall be entitled to one (1) representative per county, each of whom, or in such representative's absence the respective designated alternate, shall be entitled to that respective vote(s). The Board of Directors may adopt Bylaws for the regulation and management of its affairs not inconsistent with law or this Agreement.

6. FINANCING AND BUDGETING. The financing for the undertaking created by this Agreement shall be subject to the Agreement and job training plan negotiated between this Consortium's designees and the Private Industry Council respecting the selection of a grant recipient, administrative entity, and service provider. The Consortium budgeting shall be dependent upon the availability of funds allocated

under JTPA and budgeting with respect to such allocated funds shall occur, from time to time, as either the Federal government or Governor identifies fund availability.

7. DURATION - FUNDS - TERMINATION.

(a) Due to the timing and sequence of certain activities under the JTPA, this Agreement shall be effective immediately upon the date of last signing of any Resolution executed by any member hereto. This Agreement shall then be in effect for JTPA programs for the Program Year of 1984 (October 1, 1984, through June 30, 1985); and may be perpetuated provided that each governing body approves this Agreement and the Mayor and Chairperson of each member government attests thereto each program year thereafter, and each of the member governments hereby agrees to be bound to this Agrement during any program year for which such approval and attestation has been given.

(b) The Central Iowa Employment and Training Consortium is a separate legal entity.

(c) This joint cooperative undertaking is to be financed by Federal funds allocated under the Job Training Partnership Act of October 13, 1982.

(d) No complete termination of this Agreement shall occur unless a majority of the member governments to this Agreement, determined by vote, each member government for this purpose having one (1) vote, fail(s) to renew this Agreement as provided in this section. Any other failure to renew this Agreement shall be a partial termination.

In the event of a partial termination, there shall be no distribution of property in whole or part to the withdrawing or terminating member. In the event of a complete termination, the Consortium property shall remain in the possession of the remaining members subject to the claims of any creditors following wind-up and close-out of any programs operated hereunder; then the balance of the property shall be sold with the proceeds distributed to all members in proportion to their percentage of vote in the Consortium.

8. RESPONSIBILITY FOR OPERATION OF PROGRAMS. By approval of this Agreement and the consummation between this Consortium and the Private Industry Council of an agreement selecting the grant recipient, the administrative entity, and service provider, each member government appointing representatives to the Consortium shall jointly and separately accept the responsibility and liability for the operation of JTPA programs to the extent of the responsibilities assigned or agreed upon between the Consortium and the Private Industry Council; and consistent with and in proportion to the terms of voting representation as established in Paragraph 6, except that the Counties of Boone, Dallas, Jasper, Madison, Marion, Story and Warren shall divide any liability in the proportion the population of each of such Counties bears to the total population of such seven (7) counties; and consistent with Federal, State and local laws.

9. LIMITATION ON THE POWERS DELEGATED UNDER THIS AGREEMENT. By authorizing and executing this Agreement the member units of local government hereby accept liability for the operation of JTPA programs in the area covered by this Agreement, those member units of local government expressly intend and agree that the Consortium created hereby secures and retains the power of "final approval" over any Job Training Plan, the power of "final approval" over the selection of any service provider, the power of "final approval" over any contract with any service provider, and the power of "final approval" over any purchases made with monies received pursuant to any Grant Agreement under the JTPA. For purposes of this Agreement, "final approval" is defined to mean "the absolute and unconditional right to make the final decision, unencumbered and unfettered by prior recommendations of any kind, provided only that the decision is made in accordance with the JTPA and the regularly enacted regulations promulgated pursuant thereto and consistent therewith."

The powers delegated to the Consortium by this Agreement are expressly limited by this paragraph. Any agreement or understanding of any kind whatsoever entered into by the Consortium or by any of its representatives in violation of this limitation will exceed the powers delegated to the Consortium and will be, ab initio, null, void, and of no force or effect whatsoever. Further, if, by any means whatsoever, including the passage of regulations by any agency of the State, any of the powers of "final approval" reserved to the Consortium are diminished in any way or in any degree, this Agreement will terminate instantly, and the member governments will instantly cease to be bound by any actual or alleged liability for the JTPA programs in this area.

This paragraph number 9. is an integral and essential part of each member government's Agreement to enter into the Consortium, and, in the event that any other paragraph of this Agreement is or is thought to be inconsistent herewith, this paragraph shall prevail;

Provided, however, that this paragraph 9. shall not be construed to prohibit an agreement between the Consortium and Private Industry Council, as partners under the Job Training Partnership Act, diminishing or delegating under such agreement the Consortium's rights of 'final approval' when, in compliance with the rules and regulations promulgated by the Federal government or the Office for Planning and Programming, the Private Industry Council obtains either insurance or assets found acceptable to both the Consortium and Office for Planning and Programming to cover any audit liability for any grant agreement. In that event, the degree and percentage to which the 'final approval' of the Consortium may be delegated shall equal the degree to which either insurance or assets obtained by the Private Industry Council bear to the total amount of any grant agreement so affected.

10. AMENDMENTS. The terms and provisions of this Agreement may be amended by a majority vote of the Board of Directors at any regular or special meeting and approved by Resolution by the governing bodies or all the member governments, subject to the law.

11. PRIVATE INDUSTRY COUNCIL APPOINTMENTS. All members of this Agreement shall appoint to the Private Industry Council those persons nominated or recommended by a plurality vote after consideration of such person's qualifications and the recommendations received. The Private Industry Council Members are granted terms on the Council of one (1) and two (2) years and, such terms are staggered by granting every other member a two (2) year term.

12. CHIEF ELECTED OFFICER DESIGNATIONS. The members of this Agreement hereby designate the Executive Board as representing the Consortium in negotiations with the Private Industry Council regarding the determination of procedures for development of the Job Training Plan, the selection of a grant recipient, the administrative entity, and service providers. Such designees shall, upon agreement with the Private Industry Council, approve the Agreement and jointly with the Private Industry Council submit the Job Training Plan to the Governor.

We, the undersigned, as the chief elected official of our respective jurisdiction upon approval of our respective Boards or Council of an identical agreement, hereby execute and enter into this Consortium Agreement with each other and the Central Iowa Employment and Training Consortium.

CITY/COUNTY OF _____, IOWA

By: Phillip Cashman
Mayor/Chairperson

Date: 9/14/84

ATTEST:

_____
Clerk/Secretary

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